

**DEPARTMENT OF ADMINISTRATIVE AND  
FINANCIAL SERVICES**

**OFFICE OF THE  
CHIEF INFORMATION OFFICER**

**OPEN ENROLLMENT**

**CONTRACT INFORMATION TECHNOLOGY (IT)  
SERVICES**

**June 30, 2004**

**OPEN ENROLLMENT THROUGH October 01, 2004**

# 1 INTRODUCTION

The Office of the Chief Information Officer (OCIO) is committed to pre-qualify selected vendors to provide the State of Maine with Information Technology Services in the following categories of contracted services:

## Category 1

Contracts up to \$10,000.00:

- For small one time projects
- Quickly executed by an Agency (duration of 6 months or less)
- Selection of Provider at Agency discretion
- Generally limited to one per Provider per calendar year

## Category 2

Time and Materials Contracts limited to \$100,000, or, up to 1,000 hours per individual per year per agency with cost for all individuals under a single contract not to exceed \$100,000 in total:

- For additional/specialized resources:
- Selection guidelines:
  - Agencies are required to evaluate qualifications of Providers if bidding is limited to Providers in the top ranking for the selected Group
  - If an agency requests a bid from a Provider not in the top ranking they will be required to evaluate the qualifications of at least 3 Providers including all Providers in the top rank
  - Evaluation to include cost, ability, and experience

## Category 3

Fixed Price Contracts up to \$250,000:

- Projects have clear deliverables and/or scope of work
- Selection guidelines:
  - Agencies are required to have at least three Providers present quotes if bidding is limited to Providers in the top ranking for the selected Group
  - If an agency request a bid from a Provider not in the top ranking they will be required to have at least three Providers present quotes including all Providers in the top rank
  - Agency evaluates cost, deliverables, and ability/experience

Bidders must complete the Vendor Participation Table labeled Appendix A to reflect which group(s) and classifications for which they would like to bid and the Vendor Cost Table labeled Appendix B to reflect the range of cost for each group.

The State reserves the right to purchase any or none of the services proposed in this RFP.

**Proposals expressing any exceptions to the State's terms and conditions will be disqualified**

## 1.1 OBJECTIVE

As stated in the introduction, it is the purpose of this Request for Proposal to pre-qualified selected vendors to provide the State of Maine agencies with contract information technology (IT) services.

The intent is to establish a list of pre-qualified vendors for this service for an initial period of two (2) years, and, at the end of the initial period, to conduct a review of the contracted service(s) to determine whether to extend the timeframe for the established service(s) on an annual basis or to seek new service provider(s).

After the initial pre-qualified vendors list has been created the State may reopen the enrollment process at six month intervals, under the terms of this RFP, to qualify additional bidders for the pre-qualified vendors list.

## **1.2 ACQUIRING OFFICE AND PROJECT ORGANIZATION**

The Office of the Chief Information Officer (OCIO) is the acquiring office for the establishment of a pre-qualified vendor list. The Contract Administrator is:

Richard B. Thompson, Jr.  
Office of the Chief Information Officer  
173 State House Station  
Augusta, ME 04333-0173  
Email: Richard.B.Thompson@maine.gov

The Contract Administrator is the sole point of contact for the vendor, and is responsible for all requirements and activities within this RFP. The vendor will report to the Agency Contract Administrator under any resulting Contract(s).

## **1.3 SUMMARY OF KEY EVENTS**

The State reserves the right to adjust any of these dates. If the dates are adjusted, all bidders who have received a copy of the RFP from the Contract Administrator will be notified in writing.

<u>Activity</u>	<u>Date</u>
1. Request for Proposal Issued	June 30, 2004
2. Mandatory inclusion of top rank	September 1, 2004
3. Open Enrollment Until:	October 1, 2004
4. Legacy Vendors (Previous RFP) dropped from contract	October 1, 2004

## **2 GENERAL PROCEDURES AND INSTRUCTIONS**

This section contains solicitation procedures, general proposal format information and submission instructions.

### **2.1 GENERAL INFORMATION**

This request for proposal (RFP) is designed to pre-qualify bidders who will be eligible to provide information system services to any state agency in need of these services. Proposals must conform to the mandatory requirements of the RFP. No payment will be made under a resulting contract until the invoice is approved in writing by the contracting agency.

It is the intent to pre-qualify multiple bidders who will be eligible to provide information technology services. These services will be provided under the categories detailed in Section 1. The Contracting Agency will manage the Contract, and will provide consultation and technical direction as required to fulfill the terms of the contract. The potential bidders will be placed on a pre-qualified vendor list. When a State agency has a need for services it will prepare and deliver a scope of work, including deliverables, to a minimum of three pre-qualified vendors. The vendors will submit resumes and costs as detailed within the group within five (5) days in order to be considered. Following proposal evaluation, the agency may enter into a special services contract (Appendix C) with the selected vendor.

Proposals must conform to all instructions, conditions, and requirements included in this RFP. Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this RFP, and respond to each requirement in their proposals in the format prescribed.



## **2.2 TYPE OF CONTRACT**

It is expected that a pre-qualified vendor list will be established as a result of this proposal. In addition to the provisions of this RFP and the winning proposals, which will be incorporated by reference in the resulting contract, any additional clauses or provisions required by federal or state law or regulation in effect at the time of execution of the resulting contract will be included, in priority order as detailed in Subsection 5.1.

The OCIO reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received. Therefore, proposals should be submitted initially on the most favorable terms available to the OCIO from a price and technical standpoint. The OCIO, however, reserves the right to conduct discussions with all responsible bidders who submit proposals determined to be reasonably likely of being selected for award.

After the initial pre-qualified vendors list has been created the OCIO may reopen the enrollment process at six month intervals, under the terms of this RFP, to qualify additional bidders for the pre-qualified vendors list.

## **2.3 PERSONNEL INTERVIEWS**

At the OCIO's option, personnel proposed by bidders may be requested at any time to participate in a structured interview to determine their understanding of the product and service requirements, their authority and reporting relationship within the firm, management style, and any other relevant information. Bidders will not be allowed to alter or amend their proposals through the interview process, nor will they be permitted to attend competitor interviews.

## **2.4 DISCLOSURE OF DATA**

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers or any other medium which discloses any aspect of the Request For Proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected and includes information in those proposals that a bidder may consider to be proprietary in nature. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

## **2.5 COST OF PROPOSAL PREPARATION**

The entire cost for the preparation and submission of a proposal, and the attendance at any oral presentation or personnel interviews will be borne by the bidder.

## **2.6 PROPOSALS**

Following is a description of the proposal submission requirements.

### **2.6.1 Submission of Proposals**

To facilitate the proposal evaluation process, one (1) original hardcopy and one (1) CD (Compact Disc) containing a complete duplicate of the proposal in PDF (Adobe Portable Document) format. The PDF formatted CD must be submitted as one single file, not multiple files. The entire proposal must be submitted by the proposal due date and time identified in the Transmittal Letter attached to this RFP to:

Division of Purchases  
Burton M. Cross Office Building  
4<sup>th</sup> Floor, 111 Sewell St.  
9 State House Station  
Augusta, ME 04333-0009



The Proposal must be submitted in accordance with the instructions identified below.

**Proposals that arrive late will be rejected.**

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, and completeness and clarity of content. Elaborate proposals are not necessary or desirable. If the bidder's proposal is presented in a fashion that makes evaluation difficult or overly time-consuming, it is likely that points will be sacrificed in the evaluation process. The proposal must be numbered in strict accord with the section numbers contained in Section 4 of this RFP.

The proposal must be bound on standard 8½" by 11" paper, except that charts, diagrams, and the like, which may be on foldouts when folded fit into the 8½" by 11" format. All pages must be consecutively numbered, starting with page 1. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

An official authorized to legally bind the bidder must sign the proposal.

A package containing one (1) original hardcopy and one (1) CD (Compact Disc) containing a complete duplicate of the proposal in PDF (Adobe Portable Document) format must be delivered by the date and time specified in the Transmittal Letter attached to this RFP to the Division of Purchases. The face of the package, whether mailed or hand delivered must bear the following legend, "Contracted Project Services -- Confidential -- Open by Addressee Only".

The original copy of the Proposal (original signature[s] required) will be marked "Original".

**2.6.2 Proposal**

The Proposal must consist of four (4) parts. The first part (Section I) must be a Transmittal Letter signed by an individual authorized to legally bind the bidder. The second part (Section II), Executive Summary, will condense and highlight the contents of the Proposal to provide the Selection Committee with a broad understanding of the bidder's proposal. The third part (Section III), Vendor Qualifications, Technical Approach and Project References, will describe in detail the bidder's experience and service approach. The fourth part (Section IV), Cost Schedules, will show the bidder's cost schedules for all products and services identified in this RFP.

The cost section will contain a facsimile of **Appendix B**, Vendor Cost Table. The sheet will show the bidder's proposed price for all of the services identified in this RFP. Detailed instructions for the completion of the Proposal are found in Section 4 of this RFP.

**2.6.3 Rejection of Proposals**

The OCIO reserves the right to reject proposals that contain material deviations from the requirements of this RFP. It is understood that all proposals, whether rejected or not, will become part of the OCIO's official file.

**2.6.4 Proposal Evaluation**

The OCIO will evaluate all proposals in accordance with the criteria set forth in Subsection 2.9.2

**2.7 RIGHTS OF STATE GOVERNMENT**

This RFP does not commit the OCIO to award a contract, or pay any cost incurred in the preparation of a proposal for this RFP. The OCIO reserves the right to reject all proposals, and at its discretion may cancel or amend this RFP at any time.

By submitting a proposal in response to this RFP, the bidder grants to the OCIO the right to contact or arrange a visit in person with any or all of the bidder's clients.

## 2.8 EVALUATION OF PROPOSALS AND CONTRACT AWARD

The OCIO will select qualified vendors for the pre-qualified vendor list through a formal evaluation process, established prior to the opening and evaluation of proposals. Consideration will be given to capabilities or advantages that are clearly described in the proposal, confirmed by oral presentations or interviews if required, and verified by information from reference sources contacted by the OCIO. The OCIO reserves the right to contact individuals, entities or organizations who have had recent dealings with the firm or staff proposed whether they are identified as references or not.

All bidders will be notified in writing of the results of the evaluation.

## 2.9 EVALUATION FACTORS AND AWARD POINTS

A selection committee will evaluate the proposal responses. The selection of a vendor will be based on considerations from all phases of the evaluation process. Where items do not lend themselves to a strict numerical evaluation, a subjective rating based on the collective opinion and experience of the selection committee will be used.

### 2.9.1 Initial Screening

Initial screening will consist of a review of proposal compliance with the mandatory proposal submission requirements of this RFP. Proposals that do not meet the mandatory proposal submission requirements may be rejected.

### 2.9.2 Evaluation

Those proposals that pass the Initial Screening will be evaluated on their abilities to meet the requirements identified in this RFP in an efficient, cost-effective manner. Costs are to be an accurate representation of any and all services to be provided.

The Proposal evaluation will consist of four (4) areas; totaling 100 points. The available points will be distributed as follows.

Evaluation Area	Points
1 Vendor Qualifications	20
2 Technical Approach	15
3 Past Performance References	20
4 Cost Summary	40
TOTAL	100

Vendor Score	Rank
100 - 90	I
89 - 80	II
79 - 70	III

Bidders must score at least 70% of the available points in a Group to be eligible for inclusion on the list of pre-qualified vendors for that selected Group. Bidders will be listed by Group, Rank then alphabetically. After September 1, 2004 agencies requesting bids for work in Category 2 or Category 3 (Section 1), from a Provider not in the top rank, will also be required to consider bids from all Providers in the top ranking of the contracting Group. Agencies will be providing ongoing evaluation of contracted work to the OCIO that may affect scoring and rankings over the term of this contract. On a regular basis the OCIO will re-score bidders based on evaluations from State agencies. Bidders that receive negative evaluations from agencies will drop in scoring and possibly rank.



At the OCIO's option, eligible bidders may be requested to participate in personnel interviews as detailed in Section 2.3 (Personnel Interviews) of this RFP. Following presentations and/or interviews, scores may be adjusted on the basis of information presented at these forums.

## **2.10 CONTRACT AWARD**

The OCIO's evaluation will result in a list of pre-qualified vendors. After analysis, evaluation and validation of bidder responses, the OCIO will notify all bidders in writing concerning their selection. The OCIO may require the selected bidders to participate in contract negotiations and to submit such price, technical or other revisions to their proposal as may result from negotiations. Upon resolution of the final negotiations, the OCIO will prepare the pre-qualified list and notify bidders of their status and ranking.

It is to be understood by all parties that any subsequent negotiated contract award will be made in the best interest of the State and that the award decision(s) will be final. The RFP and the proposal of the successful bidder will be incorporated into and form the basis of any resulting legal contract(s).

## **2.11 REQUIRED CONTRACTUAL PROVISIONS**

There are certain requirements, established by the State, with respect to proposals submitted in response to this RFP. Vendors must thoroughly familiarize themselves with all information and documents contained in this specification. The words "shall", "must", and "will" (except when used to denote futurity) shall be considered as indicative of a requirement in this RFP. Such requirements are to be considered as material to this procurement and may only be waived in advance of the proposal by the Contract Administrator. The contents of the proposal of the successful contractor will become contractual obligations if procurement action ensues. Failure of the successful bidder to accept these obligations in a contractual agreement will result in cancellation of the award.

## **2.12 RETAINAGE**

The bidder must include an affirmative statement in the proposal agreeing to a retainage of fifteen (15) percent of the total contract amount for any resulting Category 3 Fixed Price Contract(s). Retainage will be made on each payment to the selected vendor as described in Section 5 of this RFP. Should this contract be terminated for any reason related to the vendor's failure to perform their duties to the satisfaction of the State, this retainage shall revert to the State as liquidated damages as well as in addition to the other penalties/damages as stated in Section 5.

## **2.13 TERM**

The Contract shall begin on the commencement date on the first page of the contract after it has been fully executed by the parties and approved by the State Purchases Review Committee, and shall expire after an initial period to be negotiated with the bidder, unless earlier terminated pursuant to this agreement, at the completion of all specified tasks and delivery of all products and services as defined in said Contract including performance of any warranty/maintenance agreements.



### 3 SCOPE OF WORK

#### 3.1 OVERVIEW

The following represents the State of Maine's service specifications and requirements for Contracted IT Services. Bidders must provide the range of fully loaded hourly rates, including travel for each group to be supplied under this RFP.

Bidders must complete the Vendor Participation Table labeled Appendix A to reflect which group(s) and classifications for which they would like to bid, and the Vendor Cost Table labeled Appendix B to reflect the range of cost for each group.

**Proposals expressing any exceptions to the State's terms and conditions will be disqualified.**

#### 3.2 SPECIFICATIONS AND REQUIREMENTS

##### IT Services - Labor Classifications Descriptions

The State of Maine is presenting several Labor Classifications for use during the term of this Contract. The purpose of the broad labor classifications is to group similar technical personnel while avoiding multiple market basket submissions. (The State of Maine may consider adding other Labor Classifications based upon the business conditions at the time.)

**Group 1 - Core Technology Services** - The labor classifications includes the basic core technical positions from entry/associate level (minimal experience and education) to senior analyst level (over five [5] years of experience and advanced education degrees). The full description of this labor classification includes, but is not limited to:

##### Programmers - Associate Programmer, Programmer

- Minimum/General Experience:  
One (1) to two (2) years of experience in data processing, including program coding, debugging, and documentation.
- Functional Responsibility:  
The role is responsible for developing more complex code, test scripts, fixing bugs and adherence to programming and technical standards
- Minimum Education:  
Four year degree or equivalent.

##### Programmer/Analysts - Programmer/Analyst, Senior Programmer/Analyst

- Minimum General Experience:  
One (1) to five (5) years of experience in providing technical programming and analysis in support of the design, development and enhancement of complex computer and related systems using specified programming languages. Demonstrates well-developed programming and analysis skills, ability to solve complex systems and programming problems and a well-developed knowledge of the principles of systems analysis and design.
- Functional Responsibility:  
The role is responsible for performing a range of functions in areas such as complex applications systems design: applications programming, database design, conversion, implementation, performance measurement and evaluation. Confers with management and users to define requirements and develop alternative methods.
- Minimum Education:

Four year degree or equivalent

**Group 2 - Data Management Services** - The labor classification includes the database management technical positions from database administrator to data warehouse analysts. The full description of this labor classification includes, but is not limited to:

**Database Management - Database Administrator, Senior Database Administrator, Data Warehouse Analyst**

- Minimum/General Experience:  
One (1) to five (5) years of experience in providing technical analysis in support of the design, development and enhancement of complex computer and related systems using specified programming languages. Demonstrates well-developed analysis skills, ability to solve complex systems and programming problems and a well-developed knowledge of the principles of systems analysis and design.
- Functional Responsibility:  
The role is responsible for performing a range of functions in areas such as complex applications systems design: applications programming, database design, conversion, implementation, performance measurement and evaluation. Confers with management and users to define requirements and develop alternative methods.
- Minimum Education:  
Four year degree or equivalent.

**Group 3 - Project Management Services** - The labor classification includes the project management and leadership services to design, develop and implement applications systems. The full description of this labor classification includes, but is not limited to:

**Team Leader, Project Leader, Project Manager**

- Minimum/General Experience:  
Three (3) to six (6) years of experience with the design, development and implementation of application systems, including experience with analysis and application coding. Supervises and directs team members through the system development life cycle. Requires a working knowledge of one (1) or more programming languages, project management methods and tools and formal application development methodologies. Knowledgeable of broad business requirements, agreed project management standards, resource management, and applicable technical methods and standards.
- Functional Responsibility:  
The role is responsible for supervising and directing project team members through the system development life cycle. Manages the successful completion of project phases on time, within budget and to specified quality standards. Interfaces with the user team to ensure all changes are coordinated and integrated, and provides regular project status.
- Minimum Education: Four year degree or equivalent.

**Group 4 - Systems Engineering Services** - The labor classification includes the planning, designing, and implementation of hardware and software. The full description of this labor classification includes, but is not limited to:

**System Engineer/Data Center Engineer**

- Minimum/General Experience:  
One (1) to five (5) years of experience in providing technical support in the integration of hardware and software within a Data Center/Server Room environment. The experience should include the design,



development and enhancement of complex computer and related systems. Demonstrates strong planning and system integration and analysis skills, with a solid ability to solve complex problems within the Operating System Environment utilizing a solid knowledge of the principles of systems analysis and design.

- Functional Responsibility:  
The role is responsible for performing a range of functions in areas such as complex operating system management, system architecture and configuration management, integration of communication, hardware and software functions, design of physical environment of a data center/server room and designing security systems of the physical environment and systems. Confers with management and users to define requirements and develop alternative methods.
- Minimum Education:  
Four year degree or equivalent.

**Group 5 - Telecommunications/Network Services** - The labor classification includes the planning, designing, implementation, and maintenance of wide area (WAN) and local (LAN) networks. The full description of this labor classification includes, but is not limited to:

#### **WAN Manager/LAN Manager/Tele-Data Communication Manager**

- Minimum/General Experience:  
One (1) to five (5) years of experience in providing technical support in the management WAN and LANs. The experience should include the planning, design, implementation, and management of WANs and LANs in multi-server environments including connectivity to host sites and remote locations as well as experience in wireless communications. Demonstrates strong technical skills in programming, troubleshooting, and managing tele-data communication equipment.
- Functional Responsibility:  
The role is responsible for performing a range of tele and data communication functions in areas such as WAN and LAN configurations, recommending complex communication plans and monitoring their installation, warranty negotiation, review of invoices for technical accuracy, wireless communication planning, and wiring design.
- Minimum Education:  
Four year degree or equivalent.

**Group 6 - Web/Internet/Intranet Services** - The labor classification includes design, development, implementation, and, if necessary, operation of Web based projects.

#### **Web Consultants, Webmasters, HTML Specialists, Java Programmers, XML**

- Minimum/General Experience:  
One (1) year to five (5) years of experience in programming and system design plus experience in Web integration disciplines. Basic understanding of Web servers, client/server design and support concepts, and expertise with desktop and UNIX and/or Windows NT operating systems. Skilled in creating PC-based systems with high levels of graphic content and end user interaction. Knowledgeable of browser technologies, HTML, ASP, and Java programming techniques, and network technologies.
- Functional Responsibility:  
The role is responsible for designing, developing, implementing, and, if necessary, operating Web based projects. Manages the successful completion of Web based project phases on time, within budget, and to specified quality standards. Interfaces with the user team to ensure all changes are coordinated and integrated,



and provides regular project status.

- Minimum Education:  
Four year degree or equivalent.

**Group 7 - GIS Specialists** - The labor classification includes the GIS technical positions from GIS Analyst to GIS Cartographer. Note the classifications in this section are similar to the other classifications, but with additional GIS related skills required. The descriptions of this labor classification includes, but are not limited to,

#### **GIS Cartographers**

- Minimum/General Experience:  
One (1) year to five (5) years of experience in providing technical GIS work in support of map production using specified GIS software and programming languages. Demonstrates well developed cartographic and GIS skills, ability to solve complex spatial data and mapping problems and a well-developed knowledge of the principles of cartographic design and spatial data manipulation.
- Functional Responsibility:  
The role is responsible for performing in areas such as complex map series design: mapping applications programming, spatial data design, spatial data conversion. Confers with management and users to define requirements and develop alternative products.
- Minimum Educations:  
Four year degree or equivalent.

#### **GIS Analysts**

- Minimum/General Experience:  
One (1) to five (5) years of experience in providing technical GIS analysis in support of geographic understanding and spatial data development and manipulation using specified GIS software and programming languages. Demonstrates well-developed GIS skills, ability to solve complex spatial data problems and a well-developed knowledge of the principles of spatial data development, analysis, and manipulation.
- Functional Responsibility:  
Functional Responsibility: The role is responsible for performing in areas such as complex GIS application design: spatial data design, spatial data conversion, GIS processing, analysis and presentation. Confers with management and users to define requirements and develop alternative methods.
- Minimum Educations:  
Four year degree or equivalent.

**Group 8 – Local Area Network Support Services** - The labor classification performs advanced technical services work in supporting and/or administering a very large and complex local area network (LAN) system. Responsibilities include designing, installing, and configuring system hardware, multi-user operating systems, network, and/or application systems; performing advanced troubleshooting and vendor technical liaison functions; and overseeing development and delivery of user training on an agency-wide basis.

#### **Desktop Applications Support**

- Minimum/General Experience:  
Contracted individuals must have at least (3) years of documented experience working on Microsoft networks consisting of more than 30 users. Involves desktop computer applications and software support of desktop systems, either stand-alone or connected to large and sometimes complex local area networks (LANs).
- Functional Responsibility:

Performs basic support functions including installing PCs, laptops, PDAs, printers, peripherals, and office automation software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications and identifying and correcting end user hardware problems, performing advanced troubleshooting; and overseeing development and delivery of technical training.

- Minimum Education:  
Three (3) years advance support experience in a Microsoft environment and certification as a MSP (Microsoft System Professional) or equivalent.

### **Server Support**

- Minimum/General Experience:  
Contracted individuals must have at least (5) years of documented experience working on Microsoft networks consisting of more than 50 users. This is advanced technical software services work in designing, deploying or administering a large and complex local area network (LAN) system. Services in this classification range from advance system administrative functions in a Windows LAN environment to various complex LAN communication responsibilities over a geographical dispersed Wide Area Network (WAN).
- Functional Responsibility: Managing computer systems and networks to include complex application, database, messaging, web and other servers and associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Ensure scheduled preventive maintenance for equipment is properly and promptly performed; maintain the maintenance records on the equipment; and develop operations, administrative, and quality assurance back-up plans and procedural documentation.
- Minimum Education:  
Ten (10) years progressive experience in advance desktop support of Windows/Intel systems and certification as a MSP (Microsoft System Professional) or five (5) years experience as a System Administrator of a Microsoft Server LAN and certification as a MCSE (Microsoft Certified System Engineer).

### **3.3 ACCESSIBILITY COMPLIANCE**

Bidders must read, and, sign, date, and return the State of Maine's "Computer Application Program Accessibility Standard" as provided in Appendix D with their proposal.

## **4 PROPOSAL SUBMISSION REQUIREMENTS**

This section describes the requirements that must be met by bidders in preparing the Proposal. The Proposal will consist of four sections:

- I. Transmittal Letter
- II. Executive Summary
- III. Vendor Qualifications, Technical Approach, and Past Performance References
- IV. Cost Summary

The Proposal must be submitted according to the instructions set forth in Sections 2 and 4 of this RFP.

### **4.1 TRANSMITTAL LETTER (PROPOSAL SECTION I)**

A Transmittal Letter written on the bidder's official business stationery and signed by an official authorized to legally bind the bidder must accompany proposals. This Transmittal Letter must include the following:

- An itemization of all materials and enclosures submitted in response to the RFP;
- A reference to any RFP amendments received by the bidder; if none have been received, a statement to that effect must be included;
- A statement that the bidder believes the proposal meets all the requirements set forth in the RFP;



- An **unequivocal** statement which acknowledges and agrees to all of the rights of the State including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFP and in Rider B of the State of Maine Agreement to Purchase Services (in Appendix C);
- The bidder's federal tax identification number;
- A statement that the bidder agrees to participate in personnel interview(s) and/or oral presentation, if requested by the OCIO;
- A statement that the person signing this proposal is authorized to make decisions as to the prices quoted and that (s)he has not participated, and will not participate, in any action contrary to the RFP;
- A statement that the proposal was developed without collusion;
- A statement that the bidder is experienced in services as stated in the RFP;
- The bidder's assurance that the proposal will remain in full force and effect for at least 180 days from the proposal due date specified in the RFP Transmittal Letter, and;
- A copy of the signed and dated Computer Application Program Accessibility Standards as detailed in Section 3.3.

The bidder may include other topics in the letter as deemed appropriate.

#### **4.2 EXECUTIVE SUMMARY (PROPOSAL SECTION II)**

The Executive Summary will condense and highlight the contents of the Technical Proposal to provide the Selection Committee with a broad understanding of the bidder's proposal. This will be a concise overview summarizing the bidder's commitment to performing this contract. The Executive Summary will include highlights of the following:

- Qualifications of personnel
- Significant features of the bidder's services approach
- Previous relevant experience, and
- Financial stability

Bidders should present their understanding of the problems being addressed by this RFP, the objectives and the intended results. Bidders should describe their understanding of the products and services requested by the OCIO. Bidders should summarize how their proposal meets the requirements of this RFP and why the bidder is best qualified to perform the work required.

#### **4.3 VENDOR QUALIFICATIONS, TECHNICAL APPROACH AND PAST PERFORMANCE REFERENCES (PROPOSAL SECTION III)**

##### **4.3.1 Vendor Qualifications**

The Vendor Qualifications section of the Technical Proposal must consist of the following subsections:

- Bidder Identification and Information
- Office Location
- Relationships with the State
- Contract Performance
- Bidder's Qualifications, Experience, and References
- Staff Qualifications and References

##### **4.3.1.1 Bidder Identification and Information**

In response to this section of the RFP, bidders will:

- State the organization's full company or corporate name and give the address of the organization's headquarters office;
- Specify how the entity is organized (proprietorship, partnership, corporation);



- Specify the state in which the bidder is incorporated or otherwise organized to do business;
- Specify the year in which the bidder was first organized to do business, and whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change), and any name changes. The intent of this requirement is to ascertain the longevity of continuous operation of the bidder, and the response should be formulated to provide that information as appropriate to the bidder's business circumstances; and
- Provide their Employer Identification Number.

#### **4.3.1.2 Office Location**

State the address of the bidder's office location responsible for performance under the resulting contract with the State of Maine in the event the bidder becomes a selected vendor.

#### **4.3.1.3 Relationships with the State**

In this section, the bidder shall describe any relationships it, or its subcontractors, may have or have had with the State over the last 24 months. If no such relationship exists, so declare.

##### **4.3.1.3.1 Prior and Existing Contracts**

If the bidder, or its predecessor, or any subcontractor in the bidder's proposal has contracted with the State, identify the contract number and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

##### **4.3.1.3.2 Bidder's Employee Relations to State**

If any party named in the proposal is or was an employee of the State of Maine within the past 12 months, identify the individual(s) by name, Social Security Number, State agency by which employed, job title or position held with the State, and separation date. If no such relationship exists, so declare.

##### **4.3.1.3.3 Persons Employed by both State and Vendor**

If any employee of any agency of the State of Maine is employed by the bidder, or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, Social Security Number, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined by the State that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this procurement. If no such relationship exists, so declare.

#### **4.3.1.4 Contract Performance**

If the bidder, or any proposed subcontractor, has had a contract terminated for default during the past three years, all such instances must be described as required below. Termination for default is defined as notice to stop performance due to the bidder's nonperformance or poor performance.

Bidders must submit full details of all terminations for default experienced by the bidder during the past three years, including the other party's name, address and telephone number. The response to this subsection must present the bidder's position on the matter.

If no such terminations for default have been experienced in the past three years, so declare.

If at any time during the past three years, the bidder has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination.

If no such early terminations have occurred in the past three years, so declare.

#### **4.3.1.5 Bidder's Qualifications and Experience**

Bidders shall provide a summary that lists their previous work similar to services requested in this RFP. Bidders will also provide narrative descriptions to highlight the similarities between their experience and services requested in this RFP. Bidder and subcontractor experience will be listed separately. Bidders must provide a list of current customers containing a contact name and phone number so the OCIO may verify bidder performance.

#### **4.3.1.6 Staff Qualifications**

When requested, bidders will provide a summary of relevant experience and training given to the proposed staff who will perform services requested by a state agency under the terms of this RFP.

Staff must be of highest quality and personal integrity. Staff must conduct themselves with the highest degree of professionalism, and must exhibit sound judgment and ethical conduct.

Staff will be required to pass the same background checks applied to any state personnel working at any State facility.

#### **4.3.2 Technical Approach**

The Technical Approach section of the Proposal will include:

- The bidder's response to the requirements described in Section 3, Scope of Work, and
- A Service Management Plan described in Section 4.3.2.2.

##### **4.3.2.1 Response to Service Requirements**

In this section of the Technical Approach, the bidder must provide a positive statement describing how the proposed services comply with the requirements given in this RFP's Section 3, Scope of Work. These statements must specifically address the RFP requirements; simply referring to enclosed literature is **NOT** acceptable. In addition, these statements and descriptions must be numbered and given in the same sequence as the items in Section 3. Additionally, the bidder must provide all information outlined in Appendix A, Vendor Participation Table, and Appendix B, Vendor Cost Table, by completing and submitting the forms provided in Appendices A and B of the RFP.

The bidder may also provide, in this section of the proposal, any statements and descriptions considered pertinent to additional products and services or enhancements to the requirements. The bidder may submit literature describing the products and services as deemed appropriate.

##### **4.3.2.2 Service Management Plan**

The bidder is required to submit a Service Management Plan that will describe within their proposal how each of the following items will be addressed:

- How the service will be delivered.
- How the quality of work performed will be assured.
- How the bidder will approach problem identification, tracking, and resolution.
- How corrective action will be taken in situations where performance and/or quality of work does not meet the requirements and agency defined specifications
- How the bidder will interface with State staff.
- How status and progress will be reported.

Prior to the award of Category 3 Fixed Price Contracts, bidders must provide a detailed work plan and schedule of activities for the agency's scope of work and for the ongoing delivery of products and services, that address all tasks,



subtasks, activities and proposed deliverables that establish the baseline schedule for implementing and administering services of Section 3. All work to be performed will be detailed as to resources required by the State and by the vendor prior to any implementation. A narrative description of the vendor's plan must be submitted and include the approach to accomplishing each task and the process and tools to be used. This description must be at a sufficient level of detail to allow the State's evaluators to clearly understand the proposed approach and the dependent tasks or subtasks that may impact the timely delivery of the products or services. The Agency Contract Administrator must approve all scheduled work.

#### **Completion of Tasks**

For Category 3 Fixed Price Contracts, the contracted vendor will provide the State with a timetable when all tasks and proposed deliverables in the detail plan are to be completed. These tasks, completion dates and proposed deliverables will be monitored, reviewed and accepted by the Agency Contract Administrator. All coordination of tasks will be through the Agency Contract Administrator.

No payments will be made until the deliverables are reviewed and approved by the Agency Contract Administrator.



#### **4.3.3 PAST PERFORMANCE REFERENCES**

Bidders must submit an ample list of references from clients having projects completed within the last two years similar in size and application to those described (Category 2 or Category 3) in the RFP. A past performance reference may include experience as a prime or as a subcontractor. Bidders are required to submit references of any project work, regardless of size or scope, completed with Maine state government agencies within the last two years.

Information should include at the minimum:

- Company/Department
- Contact Name
- Title
- Telephone Number
- Address
- Brief Project Description/Scope
- Date of Project

#### **4.4 COST SCHEDULES (PROPOSAL SECTION IV)**

The Cost Schedules must be submitted according to the instructions in Section 2 and must comply with the requirements presented in this section and in Appendices A and B. The OCIO reserves the right to review all aspects of the proposal for reasonableness.

The schedules required to be submitted with the cost section are contained in Appendices A and B of this RFP. These forms must be completed and submitted by the bidder. If the required forms are not submitted, the bidder's proposal will be rejected.

##### **4.4.1 Bid Price and Supporting Detail**

The component costs of the bid for providing the services set forth in this RFP must be provided by the bidder by submitting Appendix B of the RFP labeled Vendor Cost Table.

Bidders are advised that submission of information in support of the cost schedules is strongly preferred by the OCIO to the extent that such information will assist in evaluating the reasonableness and rationale supporting the costs.

The amounts that represent the bidder's total cost and services shall be inclusive of any and all tax liability (including federal, state, local, and other), which may be incurred by the bidder for any activities defined by this RFP.

##### **4.4.2 Cost Schedule**

Bidders must propose a cost range of full loaded hourly rates, including travel, for each group associated with providing the requested services. Bidders must submit Appendixes A and B to be eligible for consideration under this RFP for the inclusion on the list of pre-qualified vendors.

## 5 TERMS AND CONDITIONS

This section of the RFP provides the Terms and Conditions associated with this procurement. Formal contract(s) to be entered into with the bidder(s) from the pre-qualified vendor list (hereinafter the "Contractor") shall contain, at a minimum, the terms and conditions set forth in this section and in the State of Maine Agreement to Purchase Services, Rider B (in Appendix C).

The term "Contract" as used here is defined as the legal agreement between the State and the successful bidder written as a result of this RFP.

### 5.1 REQUIREMENTS OF THE CONTRACT

The requirements appearing in this RFP shall become a part of the terms and conditions of all Contract(s) with vendors on the pre-qualified list.

### 5.2 BEGINNING OF WORK

Contractor(s) must not commence any billable work until a valid contract has been fully executed by the parties. The Agency Contract Administrator will notify the successful Contractor in writing that work may commence.

### 5.4 ADVERTISING AWARD

The Contractor shall agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or services are endorsed or preferred by the State of Maine. News releases pertaining to this project **will not be made without prior approval** from the Agency Contract Administrator.

### 5.5 NOTICES

After contract award(s), all notices under the resultant Contract(s) shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) three days after posting if sent by registered or certified mail, return receipt requested.

All notices are to be delivered to the Agency Contract Administrator at the address specified in Rider B of the Contract.

Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

### 5.6 LIQUIDATED DAMAGES

Liquidated Damages may be assessed for Category 3 Fixed Price Contracts. The State and the Contractor agree that in the event of a failure to meet the standards defined below within the time set forth in the approved Work Plan described in Subsection 4.3.2.2, damage shall be sustained by the State and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain by reason of such failure. It is agreed by the parties that the Work Plan described in Subsections 4.3.2.2, will establish the baseline schedule for measuring contractor performance. **The damages will be determined from that schedule prior to the finalized contract.** It is therefore agreed that the State may require the Contractor to pay liquidated damages for such failures according to the following paragraphs.

For any failure by the Contractor to meet a timeliness standard, quality standard, performance standard, documentation standard or deliverable date as specified in this subsection, the State may require the Contractor to pay liquidated damages per work day per timeliness standard, performance standard, documentation standard or deliverable for each and every day thereafter until such timeliness standard, performance standard, documentation standard or deliverable is completed and accepted by the State. The State, at its option, may begin default proceedings at any point during the period.



Written notification of failure to meet a timeliness, performance standard, documentation or deliverable may be given by the Contract Administrator to the Contractor. The Contractor shall have five (5) workdays, or some other mutually agreed period, from the date of receipt of written notification of a failure to correct the failure set forth in the written notification. If the failure is not resolved within this period, liquidated damages may be imposed retroactively to the date of expected delivery. The State at its option may begin default proceedings at any point during the period.

#### **5.7 CONTRACTOR PERSONNEL**

The Contractor must commit dedicated, highly skilled personnel to the State to perform the contracted services.

The State shall retain the right to reject any of the Contractor's and/or Subcontractor's employees whose qualifications, in the State's judgment, do not meet the standards established by the State as necessary for the performance of the services.

During the course of the Contract, the State reserves the right to require the Contractor to reassign or otherwise remove from the project any Contractor or Subcontractor employees found unacceptable by the State.

#### **5.8 DISPUTE RESOLUTION**

In the event of any dispute arising during the term of the Contract concerning performance of the Contract, either party shall serve notice of such dispute on the other party, and the Agency Contract Administrator who shall reduce his decision to writing and serve a copy on the Contractor shall decide the dispute. The decision of the Agency Contract Administrator shall be final and conclusive. The Agency Contract Administrator's decision in the event of any written notice of dispute shall be final subject to the Contractor's right to relief under applicable law.

#### **5.9 CONFIDENTIALITY OF INFORMATION**

All materials and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of federal and State law and ethical standards, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and State law and ethical standards.

#### **5.10 PRIME CONTRACTOR RESPONSIBILITY**

The Contractor is solely responsible for the fulfillment of the Contract with the State.

The Contractor will assume responsibility for all products and services offered whether or not the Contractor is the provider of said products or services. The State will consider the selected Contractor to be the sole point of contact with regard to all contractual matters, including billing, invoicing, delivery of products and/or services, and completion of tasks. Bills and invoices for products and services shall be issued by and be payable to the Contractor. The Contractor will be responsible for the entire Contract performance whether or not Subcontractors are used.

#### **5.11 PAYMENTS**

Payments for Categories 1 and 2 Contracts will be made on approved invoices for hours worked based on the selected vendor's hourly rate.

For Category 3 Fixed Price Contracts, payments are predicated upon successful completion and written approval by the State of the described deliverables comprising the task. The Agency Contract Administrator will make payments

to the Contractor after written approval. The State will make a reasonable effort to achieve Contractor payments within 30 workdays after receipt of invoice.

For Category 3 Fixed Price Contracts, the amount of each payment will be determined in the following manner:

- The allowable payment amount from each payment milestone will be multiplied by eighty-five (85) percent and paid to the vendor. The remaining amount that will be withheld from payment from payment and held as retainage.
- The retained amount will be held by the State until the contract is satisfactorily fulfilled, as determined by the State.

#### **5.12 PROHIBITION AGAINST ADVANCE PAYMENTS**

No compensation or payments of any nature will be made in advance of services actually performed or products actually delivered and accepted.

#### **5.13 INSPECTION AND APPROVAL**

Final inspection and approval of all work required under the Contract shall be performed by the Agency Contract Administrator and other officials that the State of Maine may so designate.

The State of Maine or its authorized representatives shall at all reasonable times have the right to enter the premises or such other places where duties under this Contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be performed in such a manner that will not unreasonably delay work.

#### **5.14 CONFLICT OF INTEREST**

No official or employee of the State and no other public official of the State of Maine or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the requested services shall, prior to the completion of the term of this Contract, voluntarily acquire any personal interest, direct or indirect, in the resulting contract or proposed contract.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in the performance of this Contract, no person having any such known interests shall be employed.

#### **5.15 STATE PROPERTY**

The Contractor shall be responsible for the proper custody and care of any State owned property furnished for Contractor's use in connection with the performance of the Contract, and the Contractor will reimburse the State for its loss or damage, normal wear and tear excepted.

#### **5.16 COPYRIGHT OF DATA**

The Contractor may not publish or copyright any data related to or gained through the work described herein without prior approval, unless otherwise stated herein. The State shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

"Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.



## Appendix A

### Vendor Participation Table

Appendix A: Vendor Participation Table	Category I	Category II	Category III
Groups for Provider Services Contracts	Contracts Up To \$10,000	Time and Materials Not To Exceed \$100,000 or 1,000 Hours As Detailed Below *	Fixed Price Up To \$250,000
<b><u>Group 1 - Core Technology Services</u></b>			
Associate Programmer			
Programmer			
Programmer/Analyst			
Senior Programmer/Analyst			
<b><u>Group 2 - Database Management Services</u></b>			
Database Administrator			
Senior Database Administrator			
Data Warehouse Analyst			
<b><u>Group 3 - Project Management Services</u></b>			
Team Leader			
Project Leader			
Project Management			
<b><u>Group 4 - Systems Engineering Services</u></b>			
System Engineer			
Data Center Engineer			
<b><u>Group 5 - Telecommunications/Network Services</u></b>			
WAN Manager			
LAN Manager			
Tele-Data Communication Manager			
<b><u>Group 6 - Web/Internet/Intranet Services</u></b>			
Web Consultant			
Webmaster			
HTML Specialist			
Java Programmer			
XML			
<b><u>Group 7 - GIS Specialists</u></b>			
GIS Cartographers			
GIS Analysts			
<b><u>Group 8 - Local Area Network Services</u></b>			
Desktop Application Support Services			
Server Support			

Bidders must enter an "X" in the box to indicate the group(s) and classification(s) for which they wish to provide staff under this RFP, and enter an "O" in all other boxes for the row. Every box must have an entry for the form to be considered complete. Incomplete or uncompleted forms will result in rejection and disqualification of the bidder under this RFP.

**Time and Materials Contracts limited to \$100,000, or, up to 1,000 hours per individual per year per agency with cost for all individuals under the contract not to exceed \$100,000 in total.**

## **Appendix B**

### **Vendor Cost Table**



## APPENDIX B: VENDOR COST TABLE

GROUPS FOR PROVIDER SERVICES CONTRACTS	COST RANGE	
<b><u>Group 1 - Core Technology Services</u></b>	From:	To:
Associate Programmer		
Programmer		
Programmer/Analyst		
Senior Programmer/Analyst		
<b><u>Group 2 - Database Management Services</u></b>	From:	To:
Database Administrator		
Senior Database Administrator		
Data Warehouse Analyst		
<b><u>Group 3 - Project Management Services</u></b>	From:	To:
Team Leader		
Project Leader		
Project Manager		
<b><u>Group 4 - Systems Engineering Services</u></b>	From:	To:
System Engineer		
Data Center Engineer		
<b><u>Group 5 - Telecommunications/Network Services</u></b>	From:	To:
WAN Manager		
LAN Manager		
Tele-Data Communication Manager		
<b><u>Group 6 - Web/Internet/Intranet Services</u></b>	From:	To:
Web Consultant		
Webmaster		
HTML Specialist		
Java Programmer		
XML		
<b><u>Group 7 - GIS Specialists</u></b>	From:	To:
GIS Cartographers		
GIS Analysts		
<b><u>Group 8 - Local Area Network Services</u></b>	From:	To:
Desktop Application Support		
Server Support		

Bidder must provide the range of fully loaded hourly rates, including travel, for each **group** to be supplied under this RFP. Do not fill in rates for individual classifications. Bidders must fill in the Range of Rates for each participation **group** selected in Appendix A. An incomplete or uncompleted form will result in rejection and disqualification of the bidder for consideration for the list of pre-qualified vendors.

**EXAMPLE ONLY**

**Example:**

GROUPS FOR PROVIDER SERVICES CONTRACTS	COST RANGE	
<b><u>Group 1 - Core Technology Services</u></b>	From: \$25.00	To: \$75.00
Associate Programmer		
Programmer		
Programmer/Analyst		
Senior Programmer/Analyst		

As shown in the example, the cost range is determined by the cost for the lowest priced position to the cost for the highest priced position within the group. In this group, the lowest priced position is the Associate Programmer at \$25.00 per hour and the highest priced position is the Senior Programmer/Analyst at \$75.00 per hour.



## **Appendix C**

### **State of Maine Agreement to Purchase Services**

## APPENDIX C: AGREEMENT TO PURCHASE SERVICES

AGY	NUMBER
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### STATE OF MAINE AGREEMENT TO PURCHASE SERVICES

VENDOR CODE	DOC TOTAL	FUND	AGY	ORG	SUB ORG	APPR	ACT	OBJ	SUBORG	JOB NO	REPT CATG	ID
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Commencement Date: \_\_\_\_\_ Dollar Amount \_\_\_\_\_ Termination Date: \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ Day of \_\_\_\_\_ 2002, is by and between the State of Maine, Department of Administrative & Financial Services, hereinafter called the "Department" and \_\_\_\_\_ Hereinafter called "Contractor".

The type of organization of the Contractor is (complete appropriate statement):

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | 1. An individual doing business as _____ |
| <input type="checkbox"/> | 2. A partnership _____                   |
| <input type="checkbox"/> | 3. A corporation of the state of _____   |
| <input type="checkbox"/> | 4. Other _____                           |

The principal office of the Contractor is located at (street, city, state, zip): \_\_\_\_\_

The Employer Identification Number of the Contractor is \_\_\_\_\_ (IRS or Social Security Number)

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Contractor hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A. The following riders are hereby incorporated into this contract by reference:

Rider A --- Specifications of work to be performed  
Rider B --- Payment and other provisions

IN WITNESS WHEREOF, the Department and the Contractor, by their representatives duly authorized, have executed this agreement in \_\_\_\_\_ 4 \_\_\_\_\_ originals as of the day and year first above written.  
Number

#### APPROVED AS TO FORM:

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Attorney General

#### APPROVED CONTRACT REVIEW COMMITTEE:

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Chairperson:

#### DEPARTMENT:

Department Name

BY: \_\_\_\_\_

Authorized Signature

Typed Name and Title

#### CONTRACTOR:

Contractor Name

BY: \_\_\_\_\_

Authorized Signature

Typed Name and Title



**RIDER B**  
**METHOD OF PAYMENT AND OTHER PROVISIONS**

1. **CONTRACT AMOUNT:** \$

2. **INVOICES AND PAYMENTS:** The Department will pay the provider as follows:

Payments are subject to the Contractor's compliance with all items set forth in this Contract and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS:** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

4. **INDEPENDENT CAPACITY:** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE:** The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor, subject to the approval of the Commissioner of the Department.

6. **CONTRACT ADMINISTRATOR:** All progress reports, correspondence and related submissions from the Contractor shall be submitted to:

Type in person's name and title \_\_\_\_\_  
Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, Town, State, Zip Code \_\_\_\_\_

who is designated as the Contract Administrator on behalf of the Department for this Contract, except where specified otherwise in this Contract.

7. **CHANGES IN THE WORK:** The Department may order changes in the work, the Contract amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-CONTRACTS:** Unless provided for in this Contract, no Contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-contract hereunder entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Contractor and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER:** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of agreement shall in any case release the Contractor of its liability under this Contract.



10. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.

c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice

e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL:** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Contract, any other personnel who are or have been at any time during the period of this Contract in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Contract any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be



binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**12. STATE EMPLOYEES NOT TO BENEFIT:** No individual employed by the State at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the State Purchases Review Committee. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**13. WARRANTY:** The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**14. ACCESS TO RECORDS:** The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Contractor shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

**15. TERMINATION:** The performance of work under the Contract may be terminated by the Department in whole, or in part, whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Contract is terminated and the date on which such termination becomes effective. The Contract shall be equitably adjusted to compensate for such termination, and modified accordingly.

**16. GOVERNMENTAL REQUIREMENTS:** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations.

**17. GOVERNING LAW:** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

**18. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Contract; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Contract; (iv) claims suffered or incurred by any person who may be otherwise injured or



damaged in the performance of this Contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.

19. **NOTICE OF CLAIMS:** The Contractor shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract

20. **APPROVAL:** This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE:** The Contractor shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Contract, the Contractor shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION:** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

23. **SEVERABILITY:** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE:** The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

26. **SET-OFF RIGHTS:** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Contractor under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT:** This document contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have



been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

## **Appendix D**

### **Computer Application Program Accessibility Standard**



# **APPENDIX D: COMPUTER APPLICATION PROGRAM ACCESSIBILITY STANDARD**

## **COMPUTER APPLICATION PROGRAM ACCESSIBILITY STANDARD**

Approved by Information Services Managers' Group 12/10/97

Adopted by the Information Services Policy Board 1/13/98

### **INTRODUCTION**

The purpose of this standard is to ensure that the needs of state employees and citizens of the State of Maine with disabilities are met through reasonable accommodation in the IT products and services of the state. IT products and services include data, voice, and video technologies.

#### **1 Software**

##### **1.1 Keyboard Access**

1.1.1 A program must provide keyboard access to all functions of the application. All actions required or available by the program must be available with keystrokes, i.e., keyboard equivalents for all mouse actions including, but not limited to, buttons, scroll windows, text entry fields and pop-up menus.

1.1.2 A program must have a keyboard control sequence among all program controls and focal points. (e.g. using the tab key to navigate among edit fields, text boxes, buttons, and all other controls.)

1.1.3 The focus must follow the keystroke, that is, using the arrow keys to navigate through a list followed by pressing the ENTER key or spacebar to select the desired item.

1.1.4 The software shall not interfere with existing accessibility features built into the operating system, such as Sticky Keys, Slow Keys and Repeat Keys.

1.1.5 Timed responses are not to be used unless the timing parameter can be adjusted by an individual user.

1.1.6 There shall be selectable visual and auditory indication of key status for all toggle keys. (i.e. visual and auditory status indicators for keys such as the Number Lock, Shift/Caps Lock, and Scroll Lock keys.)

##### **1.2 Icons**

1.2.1 All icons shall have clear precise text labels included on the focus or provide a user-selected option of text-only buttons.

1.2.2 The use of icons shall be consistent throughout the application

1.2.3 Pull-down menu equivalents must be provided for Icon functions (menu, tool and format bar).

1.2.4 There must be keyboard access to all pull-down menus.

1.2.5 For graphic text, system text drawing tools or other industry standard methods must be used so that screen reader software can interpret the image.

##### **1.3 Sounds**

1.3.1 A visual cue for all audio alerts must be provided.

1.3.2 The Sounds feature must be supported where built into the operating system.

1.3.3 The user must be allowed to disable or adjust sound volume.

#### 1.4. Display

1.4.1 Color-coding is not to be used as the only means of conveying information or indicating an action. An alternative or parallel method that can be used by individuals who do not possess the ability to identify colors must always be provided.

1.4.2 The application must support user defined color settings system wide. Highlighting should also be viewable with inverted colors.

1.4.3 No patterned backgrounds behind text or important graphics are to be used.

1.4.4 User adjustment of, or user disabling of flashing, rotating or moving displays must be permitted to the extent that it does not interfere with the purpose of the application.

#### 1.5 Field Labeling

1.5.1. Consistently position the descriptions or labels for data fields immediately next to the field.

#### 1.6. Reports and Program Output

1.6.1 All reports and program output must be available in a format that is accessible by screen readers and other access systems.

### 2 Documentation

2.1 All documentation must be accessible through industry standard accessibility tools.

2.2 Accessibility features must be written and provided as part of documentation for the product.

### 3 Definitions

3.1 Focus: The "current point of action" as indicated by a visual indicator such as a carrot or focus rectangle.

3.2 Sticky keys: Sticky keys is a feature of Windows 95 and other operating systems that will allow keys such as the alt, control and shift to maintain their depressed state without being depressed. i.e., to execute a control ("O" with sticky keys the user would tap the control key then tap the "o" key).

3.3 Inverted colors: Inverted colors are the opposite of each other. For example, the inverse of black on white is white on black.

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**CONTRACTOR:**

Contractor Name

BY:

Authorized Signature

Date

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Typed Name and Title